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**Dated: November 16, 2010**

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

**GEORGE B. NIELSEN, JR**  
**U.S. Bankruptcy Judge**

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-27592

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

John J. Ossipinsky and Eileen P. Ossipinsky  
Debtors.

Chase Home Finance LLC  
Movant,

vs.

John J. Ossipinsky and Eileen P. Ossipinsky,  
Debtors, Jill H. Ford, Trustee.

Respondents.

No. 2:10-BK-05882-GBN

Chapter 7

ORDER

(Related to Docket #21)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated January 18, 2008 and recorded in the office of the  
3 Maricopa County Recorder wherein Chase Home Finance LLC is the current beneficiary and John J.  
4 Ossipinsky and Eileen P. Ossipinsky have an interest in, further described as:

5 A PARCEL OF LAND LOCATED IN THE COUNTRY OF MARICOPA, STATE OF  
ARIZONA, AND KNOWN AS:

6 BEING LOT NUMBER 28 IN SIERRA MONTANA PARCEL 1 AS SHOWN IN THE  
7 RECORDED PLAT/MAP THEREOF IN BOOK 633 PAGE 23 OF MARICOPA COUNTY  
RECORDS.

8 Permanent Parcel Number: 502-03-228

9 JOHN J. OSSIPINSKY III AND EILEEN P. OSSIPINSKY, HUSBAND AND WIFE NOT AS  
TENANTS IN COMMON AND NOT AS COMMUNITY PROPERTY BUT AS JOINT  
10 TENANTS WITH THE RIGHT OF SURVIVORSHIP

11 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
17 to which the Debtor may convert.